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In propria persona.

UNITED STATES DISTRICT COURT
FOR THE DISTRICT ARIZONA
PHOENIX DIVISION

Jason Crews,

Plaintiff,

vs.

The Allstate Corporation,

Defendant.

Case No.:

CV25-00572-PHX-SPL

Complaint for Violations of:

1. NEGLIGENT VIOLATIONS OF
THE TELEPHONE CONSUMER
PROTECTION ACT [47 U.S.C. §227 ET
SEQ.]

2. WILLFUL VIOLATIONS OF THE
TELEPHONE CONSUMER
PROTECTION ACT [47 U.S.C. §227 ET
SEQ.]

DEMAND FOR JURY TRIAL

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COMPLAINT- 1

COMPLAINT**Preliminary Statement**

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2
3 1. “When it comes to robocalls, you can only call those who, like Blondie, have said, “Call
4 me. Call me on the line.” If you call people who haven’t opted in, then you face liability under the
5 Telephone Communications Protection Act.” *Perrong v. Bradford*, 2024 WL 2133801, at *1 (E.D. Pa.
6 May 13, 2024).

7 2. Plaintiff Jason Crews (“Plaintiff”) brings this action under the Telephone Consumer
8 Protection Act (“TCPA”), 47 U.S.C § 227, a federal statute enacted in response to widespread
9 public outrage about the proliferation of intrusive, nuisance calling practices. See *Mims v. Arrow*
10 *Fin. Servs., LLC*, 132 S. Ct. 740, 745 (2012).

11 3. The Defendants in this action The Allstate Corporation orchestrated placing at nine (9)
12 illegal telemarketing calls using an Automated Telephone Dialing System (“ATDS”) to a number
13 assigned to a cellular service which was included on the national Do-Not-Call List.

14 4. Plaintiff never consented to receive such messages.

Parties

15
16 5. Plaintiff Jason Crews (“Crews”) is and was a resident of Maricopa County, Arizona at all
17 relevant times, and a resident of this District.

18 6. Defendant The Allstate Corporation (“Allstate”), incorporated in Delaware, doing
19 business as Allstate, and is in the business of selling various insurance products including auto and
20 homeowners insurance to consumers via telemarketing throughout the United States.

Jurisdiction & Venue

21
22 7. The Court has federal question subject matter jurisdiction over these TCPA claims: *Mims v.*
23 *Arrow Fin. Services, LLC*, 132 S. Ct. 740 (2012).

24 8. The Court has specific personal jurisdiction over the Defendants because the defendants
25 caused the events complained herein to occur in Arizona out of which the TCPA claims arose, and
26 the defendants had minimum contacts with Arizona to justify assertion by an Arizona court of
27 personal jurisdiction, *Meyers v. Hamilton Corp.*, 693 P.2d 904 (Ariz. 1985). Defendants intentionally
28 called or caused Plaintiff’s number to be called by dialing an Arizona area code at least nine (9) times

1 within a twelve-month period to advertise their services despite Plaintiffs number being listed on
2 the national do not call registry in violation of the TCPA. Additionally, Allstate and their
3 representatives are licensed to sell insurance by the State of Arizona.

4 9. This Court has specific personal jurisdiction over Defendants because Defendants
5 purposefully availed themselves to the State of Arizona and to this District, and there is a sufficient
6 relationship between Defendants' purposeful contacts with Arizona and the litigation. Defendants
7 purposefully sent calls into Arizona despite having no business relationship with Plaintiff.

8 a. Defendants target Arizona when marketing insurance products and regularly conduct
9 business in this District, including telephone solicitation.

10 b. Defendants purposefully sent phone calls to Plaintiff's Phoenix area phone number with
11 area code 602 to generate leads for Defendant Allstate.

12 c. Defendant Allstate directed the calls to be sent into Arizona and purposefully directed that
13 Arizona residents be targeted with the solicitation phone calls.

14 d. The purposeful calls to Arizona injured Plaintiff in Arizona, creating a causal link among
15 Defendants, the forum, and the litigation exceeding the non-causal affiliation sufficient to
16 support personal specific jurisdiction. See *Ford Motor Co. v Mont.* Eight Jud. Dist. Ct., 141 S.
17 Ct. 1017 (2021).

18 Venue

19 10. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b)(1)-(2) because a
20 substantial part of the events giving rise to the claims—the calls and sale of goods and services
21 directed at Arizona residents, including the Plaintiff—occurred in this District and because the
22 Plaintiff resides in this District and because the Plaintiff resides in the District of Arizona when he
23 received a substantial, if not every single phone call, from Defendants Allstate which is the subject
24 matter of this lawsuit.

25 11. Venue is proper for this matter because the calls at issue were sent by or on behalf of
26 the above-named Defendants to Plaintiff, an Arizona resident.

27 The Telephone Consumer Protection Act

12. In 1991, Congress enacted the TCPA to restrict the use of sophisticated telemarketing equipment that could target millions of consumers en masse. Congress found that these calls were not only a nuisance and an invasion of privacy to consumers specifically but were also a threat to interstate commerce generally. See S. Rep. No. 102-178, at 2-3 (1991), as reprinted in 1991 U.S.C.C.A.N. 1968, 1969-71.

13. The TCPA makes it unlawful “to make any call (other than a call made for emergency purposes or made with the prior express consent of the called party) using an automatic telephone dialing system (“ATDS”) or an artificial or prerecorded voice ... to any telephone number assigned to a ... cellular telephone service.” 47 U.S.C. § 227(b)(1)(A)(iii).

14. The TCPA makes it unlawful “to initiate any telephone call to any residential telephone line using an artificial or prerecorded voice to deliver a message without the prior express consent of the called party, unless the call is initiated for emergency purposes, is made solely pursuant to the collection of a debt owed to or guaranteed by the United States or is exempted by rule or order” of the Federal Communication Commission (“FCC”). 47 U.S.C. § 227(b)(1)(B). 15. The TCPA provides a private cause of action to persons who receive calls in violation of § 227(b). 47 U.S.C. § 227(b)(3).

15. Separately, the TCPA bans telemarketing calls without a do-not-call policy available upon demand. 47 U.S.C. § 227(c); 47 C.F.R. § 64.1200(d)(1).1

16. The TCPA provides a private cause of action to persons who receive calls in violation of § 227(c) or a regulation promulgated thereunder. 47 U.S.C. § 227(c)(5).

17. According to findings of the FCC, the agency vested by Congress with authority to issue regulations implementing the TCPA, automated or prerecorded telephone calls are a greater nuisance and invasion of privacy than live solicitation calls and can be costly and inconvenient.

18. The FCC also recognizes that “wireless customers are charged for incoming calls whether they pay in advance or after the minutes are used.” *In re Rules and Regulations Implementing the Tel. Consumer Prot. Act of 1991*, 18 FCC Rcd. 14014, 14115 ¶ 165 (2003).

19. The FCC requires “prior express written consent” for all autodialed or prerecorded telemarketing robocalls to wireless numbers and residential lines. In particular:[A] consumer’s

1 written consent to receive telemarketing robocalls must be signed and be sufficient to show that the
 2 consumer: (1) received clear and conspicuous disclosure of the consequences of providing the
 3 requested consent, i.e., that the consumer will receive future calls that deliver prerecorded messages
 4 by or on behalf of a specific seller; and (2) having received this information, agrees unambiguously
 5 to receive such calls at a telephone number the consumer designates. In addition, the written
 6 agreement must be obtained without requiring, directly or indirectly, that the agreement be
 7 executed as a condition of purchasing any good or service.

8 20. *In the Matter of Rules & Regulations Implementing the Tel. Consumer Prot. Act of 1991*, 27
 9 FCC Rcd. 1830, 1844 ¶ 33 (2012) (footnote and internal quotation marks omitted). FCC regulations
 10 “generally establish that the party on whose behalf a solicitation is made bears ultimate
 11 responsibility for any violations.” *In the Matter of Rules and Regulations Implementing the Tel. Consumer*
 12 *Prot. Act of 1991*, 10 FCC Rcd. 12391, 12397 ¶ 13 (1995).

13 21. The FCC confirmed this principle in 2013, when it explained that “a seller ... may be
 14 held vicariously liable under federal common law principles of agency for violations of either
 15 section 227(b) or section 227(c) that are committed by third-party telemarketers.” *In the Matter of the*
 16 *Joint Petition Filed by Dish Network, LLC*, 28 FCC Rcd. 6574, 6574 ¶ 1 (2013).

17 22. Under the TCPA, a text message is a call. *Satterfield v. Simon & Schuster, Inc.*, 569 F.3d
 18 946, 951 – 52 (9th Cir. 2009).

19 23. A corporate officer involved in the telemarketing at issue may be personally liable
 20 under the TCPA. E.g., *Jackson Five Star Catering, Inc. v. Beason*, Case No. 10-10010, 2013 U.S. Dist.
 21 LEXIS 159985, at *10 (E.D. Mich. Nov. 8, 2013) (“[M]any courts have held that corporate actors
 22 can be individually liable for violating the TCPA where they had direct, personal participation in or
 23 personally authorized the conduct found to have violated the statute.” (internal quotation marks
 24 omitted)); *Maryland v. Universal Elections*, 787 F. Supp. 2d 408, 415 – 16 (D. Md. 2011) (“If an
 25 individual acting on behalf of a corporation could avoid individual liability, the TCPA would lose
 26 much of its force.”).

27 **Factual Allegations**

28 24. To promote their services Defendants relied on prerecorded “robocalls.”

25. To promote their services Defendants also relied on the use of ATDS systems.

26. Plaintiff had no prior business relationship with Defendants.

27. Plaintiff is a “person” as defined by 47 U.S.C. § 153(39).

28. The phone number (602) 295-XXXX (“Cell Number”) belongs to Plaintiff.

29. The Cell Number has been on the Do-Not-Call registry since November 7, 2006.

30. Despite this registration, Defendants placed the calls summarized in the following table with an Automated Telephone Dialing Systems (“ATDS”).

Date	Time	Caller ID	
11/1/22	10:50 AM	(415)738-2935	
11/1/22	1:48 PM	(520)403-0912	Pre-recorded
11/1/22	3:04 PM	(623)332-5023	Pre-recorded
11/9/22	2:52 PM	(602)938-0648	
11/13/22	3:00 PM	(623)332-5023	Pre-recorded
2/24/23	2:38 PM	(602)258-9662	
2/24/23	2:42 PM	(512)884-5022	
1/21/24	10:49 AM	(602)553-3726	
2/14/24	11:17 M	(602)978-0670	

31. The Cell Number is assigned to a cellular phone used exclusively for personal residential purposes.

32. Plaintiff did not consent to receive prerecorded or automated messages to his Cell Number.

33. Plaintiff did not consent to receive telephone calls via ATDS.

34. The Cell Number is not associated with a business.

Calls to Plaintiff

35. On or about November 11, 2022, plaintiff began receiving a series of telemarketing calls advertising car insurance products.

36. All of these calls follow identical or very similar scripts delivered by individuals with Pakistani accents.

37. January 21, 2025, Plaintiff received a call presenting caller ID (602)553-3726.

1 38. Plaintiff was greeted by an individual who did not identify himself but asked if
2 Plaintiff had auto insurance and what company he was with.

3 39. The individual then transferred Plaintiff to a “Sr. Supervisor” (“Supervisor”) who said
4 he could save him money on his auto.

5 40. This asked Plaintiff several questions about his current auto insurance, automobile,
6 and personal information, after which he transferred Plaintiff to an individual who greeted Plaintiff
7 by saying “Welcome to Allstate, my name is Addie, a licensed insurance agent in your state.”

8 41. Addie stated multiple she worked directly for Allstate and was not associated with a
9 broker.

10 42. Addie offered to quote both home and auto insurance for Plaintiff.

11 43. Plaintiff asked Addie if she had some sort of license number that she could provide
12 so he could verify her identity, and the call as disconnected.

13 **Defendants’ Use of an ATDS**

14 44. Allstate’s called frequently and from various different numbers.

15 45. Allstate’s representatives used the identical or nearly identical scripts.

16 46. Allstate’s representatives purposefully attempted to conceal the identity of their
17 company.

18 47. Allstate’s representatives solicited services did not target Plaintiff individually, rather
19 cold calling and asking Plaintiff for his information.

20 48. For these reasons, Plaintiff believes the telemarketers used an ATDS to generate leads
21 for Defendant’s debt relief services.

22 49. The calls were conducted using an Automatic Telephone Dialing System (ATDS). As
23 the Supreme Court recently clarified, the key feature of an ATDS is the capacity to store numbers
24 to be called using a random or sequential number generator or to produce numbers to be called
25 using a random or sequential number generator: *Facebook, Inc. v. Duguid*, 141 S. Ct. 1163, 1167
26 (2021).

27 50. The Third Circuit recently clarified that “Congress envisioned a broad understanding
28 of ‘equipment’” that constitutes an ATDS. It also clarified that the analysis of whether an ATDS

1 was used in violation of the TCPA centers around “whether the Defendants employ[s] [ATDS]
2 capacities to make automated calls”: *Panarella v. Navient Sols., Inc.*, 37 F.4th 867, 873, 878 (3d Cir.
3 2022). In so doing, it held that Congress intended to “ban all autodialed calls” because Congress
4 “found autodialer technology to be uniquely harmful”: *Id.* at 879 (cleaned up).

5 51. In enacting the ATDS prohibition, the Third Circuit cited favorably to Congressional
6 understanding “that telemarketers could transform ordinary computers into autodialers through
7 minor and inexpensive modifications,” including by “relying on computerized databases containing
8 telephone numbers during their dialing campaigns”: *Id.* at 880 (cleaned up). The Third Circuit held
9 that, in passing the TCPA’s ATDS prohibition, Congress intended to remedy the problems caused
10 by callers using computer software to dial numbers randomly or sequentially from a list or database:
11 *Id.*

12 52. The system(s) that Defendants used to place the calls to Plaintiff is/are an ATDS
13 because it would be illogical to dial a number manually, have Plaintiff answer the phone, and only
14 then connect Plaintiff to a human being.

15 53. Audible pauses, clicks, and beeps are hallmark indicia of ATDS systems. This
16 supports the inference that Defendants used an ATDS, such as one that “use[s] a random [or
17 sequential] number generator to determine the order in which to pick phone numbers from a pre-
18 produced list”: *Facebook*, 141 S. Ct. at 1171 n.7.

19 54. Other courts have held, post-Facebook, that allegations similar to those herein of the
20 absence of a relationship between the parties, and the random nature of the automation device
21 (such as the ability to randomly generate caller ID numbers), are all indicia of use of a random or
22 sequential dialing device. This gives rise to the inference at the pleadings stage that an ATDS was
23 used to make the calls: *Camunas v. Nat’l Republican Senatorial Comm.*, No. 21-1005, 2021 U.S. Dist.
24 LEXIS 100125 at *11 (E.D. Pa. May 26, 2021).

25 55. No facts exist here to support the conclusion that Defendants was calling from a
26 curated list of his past customers. In contrast to a company that dials calls en masse to multiple
27 individuals from a list of telephone numbers (as here), a company that calls its existing customers
28 utilizing an imported customer list does not place calls using an ATDS. Such calling uses a database

1 targeting existing customers' information rather than computer-generated tables or lists of
 2 individuals to be called: *Panzarella*, 37 F.4th at 881–882.

3 56. Plaintiff is ignorant of the exact process by which the system(s) used by Defendants
 4 operates other than by drawing the reasonable inference and alleging that the system(s) stores or
 5 produces telephone numbers randomly or possibly sequentially based on the facts ascertainable
 6 from the calls Plaintiff received, as outlined above. Indeed, as at least one district court explained,
 7 “The newly clarified definition of an ATDS is more relevant to a summary judgment motion than
 8 at the pleading stage”: *Gross v. GG Homes, Inc.*, No. 3:21-cv-00271-DMS-BGS, 2021 WL 2863623, at
 9 *7 (S.D. Cal. July 8, 2021); accord *Miles v. Medcredit, Inc.*, No. 4:20-cv- 01186-JAR, 2021 WL
 10 2949565 (E.D. Mo. July 14, 2021).

11 **Defendants' Conduct Was Knowing and Willing**

12 57. Defendants intentionally called Plaintiff multiple times in order to advertise their
 13 services to Plaintiff.

14 58. Allstate has faced multiple and numerous allegations of similar conduct alleged herein
 15 across the United States and continues to utilize illegal telemarketing practices to advertise their
 16 services to Plaintiff.

17 59. Defendants knew their actions were in violation of the TCPA and willfully continued
 18 their conduct calling Plaintiff multiple times despite the registration of his number on the National
 19 Do-Not-Call List.

20 **Vicarious Liability**

21 60. Defendant Allstate through their authorized representative such as Addie made
 22 multiple auto-dialed robocalls to Plaintiff.

23 61. Addie used utilized software provided by Allstate.

24 62. Addie used proprietary information and systems provided by Defendant Allstate.

25 63. Allstate authorized Addie to make the phone calls at issue here.

26 64. Allstate was aware of the phone calls being made by Addie and accepted referrals from
 27 Addie pursuant to the authorization provided to Addie by Allstate.

28 65. Allstate gave access to their proprietary systems and software to Defendant Addie.

1 66. Allstate hired an offshore telemarketer to make phone calls on their behalf. Addie is
2 the agent of Allstate, and the offshore telemarketer is the subagent of Allstate.

3 67. The offshore telemarketer made the phone calls at the direction and control of
4 Allstate.

5 68. Allstate exercised interim control over whom and under what conditions referrals
6 would be accepted.

7 69. Allstate has been aware of the TCPA-violating phone calls made by salespersons for
8 years and has ratified the behavior by maintaining the salespeople responsible for the violations and
9 continuing to accept referrals despite the knowledge of the violations.

10 70. A defendant may be held vicariously liable for Telephone Consumer Protection Act
11 (TCPA) violations where the plaintiff establishes an agency relationship, as defined by federal
12 common law, between the defendant and a third-party caller. Telephone Consumer Protection Act
13 of 1991, § 3(a), 47 U.S.C.A. § 227(b)(2). *Gomez v. Campbell-Ewald Co.*, 768 F.3d 872, 11 (9th Cir.
14 2014).

15 **The TCPA Prohibits All Automated Calls to Protected Numbers**

16 71. The TCPA makes it unlawful "to make any call (other than a call made for emergency
17 purposes or made with the prior express consent of the called party) using an automated telephone
18 dialing system or an artificial or prerecorded voice ... to any telephone number assigned to a ...
19 paging service, cellular telephone service, specialized mobile radio service, or other radio common
20 carrier service, or any service for which the party is charged for the call": 47 U.S.C. § 227
21 (b)(1)(A)(iii).

22 72. Congress singled out these services for special protection because Congress realized
23 their special importance in terms of consumer privacy (as is the case with cellular phones): *Barr v.*
24 *Am. Ass'n of Pol. Consultants Inc.*, 140 S. Ct. 2335, 2356, (2020) (Gorsuch, J. & Thomas, concurring in
25 part and dissenting in part).

26 73. According to findings by the Federal Communications Commission ("FCC"), which
27 is the agency Congress vested with the authority to issue regulations implementing the TCPA, such
28

1 messages are prohibited because, as Congress found, automated or prerecorded messages are a
2 greater nuisance and invasion of privacy than live ones, are costly, and are inconvenient.

3 74. The TCPA provides a private cause of action to persons who receive calls in violation
4 of 47 U.S.C. § 227(b)(1)(A). 47 U.S.C. § 227(b)(1)(3).

5 75. These causes of action apply to users of any of four protected services (pager, cellular,
6 specialized mobile radio [i.e., radio telephony locator beacon or dispatch system], or another radio
7 common carrier service [i.e., ship-to-shore or air-to-ground]), or any service, including residential,
8 VoIP, and landline services, for which the called party is charged: *Lynn, Monarch Recovery Mgmt. Inc.*,
9 953 F. Supp. 2d 612, 623, (D. Md. 2013).

10 76. "Non-Emergency pre-recorded voice or autodialed calls to the destinations
11 enumerated in 47 U.S.C. § 227(b)(1)(A) are permissible only with the prior express consent of the
12 called party."

13 77. U.S.C. § 227(c)(2) states, "No person or entity shall initiate any telephone solicitation
14 to ... [a] residential telephone subscriber who has registered his or her telephone number on the
15 National Do-Not-Call Registry of persons who do not wish to receive telephone solicitations that is
16 maintained by the Federal Government" and defines "telephone solicitation" as "the initiation of a
17 telephone call or message for the purpose of encouraging the purchase or rental of, or investment
18 in, property, goods, or services, which is transmitted to any person...": U.S.C. § 227(f)(15).

19 78. The FCC also recognized that "wireless customers are charged for incoming calls
20 whether they pay in advance or after the minutes are used": In re Rules and Regulations
21 Implementing the Tel. Consumer Prot. Act of 1991, CG Docket No. 02-278, Report and Order, 18
22 FCC Rcd. 14014, 14115, ¶ 165 (2003).

23 79. In 2013, the FCC required prior express written consent for all autodialed or
24 prerecorded telemarketing calls ("robocalls") to wireless numbers and residential lines. Specifically,
25 it ordered:

26 [A] Consumer's written consent to receive telemarketing robocalls must be signed and be
27 sufficient to show that the consumer: (1) received "clear and conspicuous disclosure" of the
28 consequences of providing the requested consent, i.e., that the consumer will receive future
calls that deliver prerecorded messages by or on behalf of a specific seller; and (2) having
received this information, agrees unambiguously to receive such calls at a telephone number
the consumer designates. In addition, the written agreement must be obtained "without

1 requiring, directly or indirectly, that the agreement be executed as a condition of purchasing
2 any good or service."

3 80. *In the Matter of Rules & Regulations Implementing the Tel. Consumer Prot. Act of 1991*, 27 FCC
4 Rcd. 1830, 1844 (2012) (footnotes omitted).

5 81. 47 C.F.R. § 64.1200 extends 47 U.S.C. § 227 and establishes several delivery
6 restrictions. It states, "No person or entity may ... [e]xcept as provided ... initiate any telephone
7 call ... using an automatic telephone dialing system or an artificial or prerecorded voice."

8 82. 47 C.F.R. § 64.1200(a)(1) specifically protects the following: "emergency telephone
9 line," "guest room or patient room of a hospital, health care facility, elderly home, or similar
10 establishment," and/or "cellular telephone service." 47 C.F.R. § 64.1200(a)(2) further prohibits
11 entities from "initiat[ing], or caus[ing]to be initiated, any telephone call that includes or introduces
12 an advertisement or constitutes telemarketing, using an automatic telephone dialing system or an
13 artificial or prerecorded voice, to any of the lines or telephone numbers described... "

14 83. The National Do-Not-Call Registry allows consumers to register their telephone
15 numbers and thereby indicate their desire to not receive telephone solicitations at those numbers:
16 47 C.F.R. § 64.1200(c)(2).

17 84. A listing on the Registry "must be honored indefinitely, or until the registration is
18 cancelled by the consumer or the telephone number is removed by the database administrator": *Id.*

19 85. The TCPA and implementing regulations prohibit the initiation of telephone
20 solicitations to residential telephone subscribers whose numbers are on the Registry and provide a
21 private right of action against any entity making those calls or "on whose behalf" such calls are
22 promoted: 47 U.S.C. § 227(c)(5); 47 C.F.R. § 64.1200(c)(2).

23 86. 47 C.F.R. § 64.1200(d) states, "No person or entity shall initiate any call for
24 telemarketing purposes to a residential telephone subscriber unless such person or entity has
25 instituted procedures for maintaining a list of persons who request not to receive telemarketing
26 calls made by or on behalf of that person or entity." It goes on to establish specific "minimum
27 standards":

28 (1) "Persons or entities making calls for telemarketing purposes must have a written policy,
available upon demand..."

(2) "[P]ersonnel engaged in any aspect of telemarketing must be informed and trained in the
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existence and use of the do-not-call list."

(3) "If a person or entity making a call for telemarketing purposes ... receives a request ... not to receive calls from that person or entity, the person or entity must record the request and place the subscriber's name ... and telephone number on the do-not-call list at the time the request is made ... must honor a residential subscriber's do-not-call request within a reasonable time from the date such request is made."

(4) "A person or entity making a call for telemarketing purposes must provide the called party with the name of the individual caller, the name of the person or entity on whose behalf the call is being made, and a telephone number or address at which the person or entity may be contacted."

(5) "A person or entity making calls for telemarketing purposes must maintain a record of a consumer's request not to receive further telemarketing calls."

Claims

Count One

87. Plaintiff incorporates the foregoing allegations as fully set forth herein.

88. The foregoing acts and omissions of Defendants and/or their affiliates, agents, and/or other persons or entities acting on Defendants' behalf constitute violations of the TCPA, 47 U.S.C. § 227, by sending calls, except for emergency purposes, to Plaintiff's telephone which is assigned to a cellular telephone service using an ATDS.

89. As a result of their unlawful conduct, Defendants invaded Plaintiff's personal privacy, causing Plaintiff to suffer damages and, under 47 U.S.C. § 227(b)(3)(B), entitling him to recover \$500 in civil fines for each violation and an injunction requiring Defendants to stop his illegal calling campaign.

90. Plaintiff is also entitled to and does seek injunctive relief prohibiting Defendants and/or his affiliates, agents, and/or other persons or entities acting on Defendants' behalf from violating the TCPA, 47 U.S.C. § 227, by making calls or sending messages, except for emergency purposes, to any number using an artificial or prerecorded voice in the future.

91. Plaintiff is entitled to an award up to \$1500 in damages for each knowing and willful violations of 47 U.S.C. § 227(b)(3)(B)

92. Defendants' violations were willful and/or knowing.

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Count Two

93. Plaintiff incorporates the foregoing allegations as fully set forth herein.

94. Defendants called Plaintiff's private residential telephone number which was registered on the National Do-Not-Call Registry more than thirty-one (31) days prior to the calls, in violation of 47 U.S.C. § 227(c)(3)(F) and 47 C.F.R. § 64.1200(c)(2).

95. As a result of their unlawful conduct, Defendants invaded Plaintiff's personal privacy, causing Plaintiff to suffer damages and, under 47 U.S.C. § 227(c)(3)(F) entitling him to recover \$500 in civil fines for each violation and an injunction requiring Defendants to stop his illegal calling campaign.

96. Plaintiff is entitled to an award up to \$1500 in damages for each knowing and willful violations of 47 U.S.C. § 227(c)(3)(F).

97. Defendants' violations were willful and/or knowing.

Relief Sought

WHEREFORE, Plaintiff requests the following relief:

A. Injunctive relief prohibiting Defendants from calling telephone numbers using an artificial or prerecorded voice and/or ATDS.


B. Because of Defendants' violations of the TCPA, Plaintiff seeks for himself \$500 in damages for each violation or—where such regulations were willfully or knowingly violated—up to \$1,500 per violation, pursuant to 47 U.S.C. § 227(b)(3).

C. Because of Defendants' violations of the TCPA, Plaintiff seeks for himself \$500 in damages for each violation or—where such regulations were willfully or knowingly violated—up to \$1,500 per violation, pursuant to 47 U.S.C. § 227(c)(3).

D. Because of Defendants' violations of the FTSA, Plaintiff seeks for himself \$500 in damages for each violation or—where such regulations were willfully or knowingly violated—up to \$1,500 per violation, pursuant to Fla. Stat. § 501.059.

E. Such other relief as the Court deems just and proper.

1 RESPECTFULLY SUBMITTED on this February 17, 2025.

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